

1 **(September 8, 1997)**

2 **Relations With Railroad**

3 Railroad Company, as used in the following specifications, shall be the railroad
4 company or companies, or railway company or companies specified in these
5 Special Provisions. The following provisions, though referring to a single
6 Railroad Company, shall be applicable to each of the following railroad
7 companies or railway companies:

8
9 *** \$\$1\$\$ ***

10
11 **Protection of Railroad Property**

12 The Contractor shall exercise care in all operations and shall, at the
13 Contractor's expense, adequately protect the property of the Railroad
14 Company and its appurtenances, property in its custody, or persons lawfully
15 upon its right of way, from damage, destruction, interference or injury and
16 shall prosecute the work to not interfere with the Railroad Company or its
17 appurtenances, or any of the Railroad Company's trains or facilities, and
18 shall complete the work to a condition that shall not interfere with or menace
19 the integrity or safe and successful operations of the Railroad Company or
20 its appurtenances, or any of the Railroad Company's trains or facilities.

21
22 The Contractor shall not transport equipment, machinery, or materials
23 across the Railroad Company's tracks, except at a public crossing, without
24 the written consent of the Railroad Company.

25
26 The Contractor shall keep the ditches of the Railroad Company open and
27 clean from any deposits, and keep the right of way clean from debris, and
28 shall clean and restore ballast of the Railroad Company which is disturbed
29 or becomes fouled with dirt or materials when such deposits or damage
30 result from the operations of the Contractor, except as provided elsewhere.

31
32 The Contractor's work shall be conducted in such a manner that there will
33 be a minimum of interference with the operation of railroad traffic. The
34 Railroad Company will specify what periods will be allowed the Contractor
35 for executing any part of the work in which the Railroad Company's tracks
36 will be obstructed or made unsafe for operation of railroad traffic.

37
38 With respect to the Contractor's operations, in carrying out the work, the
39 Contractor shall employ such security personnel as may be necessary to
40 prevent obstruction of the railroad track and interference with train
41 movements. Such security personnel shall cooperate with the Railroad
42 Company's flaggers or employees to ensure the safety of train movements.

43
44 In the event that an emergency occurs in connection with the work
45 specified, the Railroad Company reserves the right to do any and all work
46 that may be necessary to maintain railroad traffic. If the emergency is
47 caused by the Contractor, the Contractor shall pay the Railroad Company
48 for the cost of such emergency work.

49
50 When, in the opinion of the Railroad Company, the services of flaggers or
51 security personnel are necessary for the protection of the Railroad
52 Company's facilities by reason of the Contractor's operations, the Railroad

1 Company will furnish such flaggers or security personnel as may be
2 required. The Contractor shall notify the Railroad Company a minimum of
3 48 hours in advance of whenever the Contractor is about to perform work
4 adjacent to the tracks to enable the Railroad Company to provide flagging
5 or other protective service.
6

7 The Railroad Company's contact is:

8 *** \$\$2\$\$ ***

9 (Name, Address, Phone Number)
10

11 No act of the Railroad Company in supervising or approving any work shall
12 reduce or in any way affect the liability of the Contractor for damages,
13 expense, or cost which may result to the Railroad Company from the
14 construction of this Contract.
15

16 Protective services, including railroad flagging and other devices, may be
17 required by the Railroad Company as a result of the Contractor's operations
18 to protect the Railroad Company's facilities, property, and movement of its
19 trains or engines.
20

21 In addition to flagging, other protective devices, such as crossing signals,
22 indicators, telltales, lights, telephones, etc. may be required. Telltales may
23 be required by the Railroad Company for any proposed restrictions of
24 vertical clearances to less than 22.5 feet. The Railroad Company will install
25 the telltales.
26

27 The nature and extent of protective services, personnel and other measures
28 required will in all cases be determined by the Railroad Company. Nothing
29 in these specifications will limit, in any way the Railroad Company's right to
30 determine and assign the number of personnel, the classes of personnel for
31 protective services, nor other protective measures it deems necessary.
32

33 Unless otherwise provided, all personnel assigned by the Railroad
34 Company, other than those engaged in performing work by the Railroad
35 Company as listed under Construction Work by Railroad Company, will be
36 considered protective personnel.
37

38 In general, the Railroad Company will furnish protective services:
39

- 40 a. For any excavation below the elevation of the track subgrade, if in
41 the opinion of the Railroad Company's representative, the track or
42 other railroad facilities may be subject to settlement or movement.
43

44 For all work over or adjacent to the track, if, in the opinion of the
45 Railroad Company's representative, said work represents a hazard
46 to the Railroad Company.
47

- 48 b. During any clearing, grubbing, grading, or blasting in proximity to
49 the facilities, which in the opinion of the Railroad Company's
50 representative may endanger or interfere with railroad facilities or
51 operations.
52

1 c. When any of the Contractor's operations are carried on, within or
2 near railroad right of way and in the opinion of the Railroad
3 Company's representative, could endanger railroad facilities or
4 create a hazard to railroad operations. Communications Linemen
5 or Signalmen may be used to protect communications and signal
6 facilities, if deemed necessary by the Railroad Company.
7

8 There will be no cost to the Contractor for the railroad protective
9 services.
10

11 **Construction Work by Railroad Company**

12 The work by the Railroad Company as described below will be performed
13 by the Railroad Company with its own forces at no cost to the Contractor:
14

15 *** \$\$\$ \$ ***
16

17 All work which is performed by the Railroad Company at the Contractor's
18 request and which is for the Contractor's benefit or convenience shall be at
19 the Contractor's expense and the Contractor shall reimburse the Railroad
20 Company for all costs for such work.
21

22 The Contractor shall cooperate with the Railroad Company and so conduct
23 operations that the necessary reconstruction of its facilities and the removal
24 of existing facilities can be accomplished without interruption of service.
25

26 The operation of the Railroad Company in the reconstruction and removal of
27 its facilities shall not be reason for a claim by the Contractor.
28

29 **Railroad Protective Liability Insurance**

30 The Contractor shall protect the Railroad Company and any other railroad
31 company occupying or using the Railroad Company's rights of way or lines
32 of railroad against all loss and damages arising from activities of the
33 Contractor or the Contractor's forces or any of the Contractor's
34 subcontractors or agents.
35

36 The Contractor shall furnish for each Railroad Company the original and
37 three certified copies of a Railroad Protective Liability Insurance Policy,
38 naming the Railroad Company as the insured and providing for protection to
39 the Railroad Company in the manner and form described in the Railroad
40 Protective Liability Form as set forth below.
41

42 Said insurance shall be executed by a corporation qualified to write
43 insurance in the State of Washington in form and substance satisfactory to
44 the Railroad Company and shall be delivered to the Engineer. The
45 Engineer will submit the insurance to the Railroad Company for its approval.
46 The Contractor shall not enter upon or use the Railroad Company's property
47 until notified by the Engineer of the Railroad Company's approval. The
48 various blank sections of the Railroad Protective Liability Form (one form for
49 each Railroad Company involved), a sample of which is contained in these
50 Special Provisions, shall be completed in the following manner:
51

52 Item 1:

1
2 \$\$4\$\$

3
4 Item 3:

5
6 The combined single limit of the insurance company's liability
7 under this policy to the insured shall be not less than \$2,000,000
8 for all damages arising out of bodily injuries to or death of any
9 person or persons and for all damages arising out of loss or
10 destruction of or injury or damage to property in any one
11 occurrence and \$6,000,000 aggregate during the policy period.
12 Said insurance policy executed by a corporation qualified to write
13 the same in the State of Washington, shall be in form and
14 substance satisfactory to the Railroad Company and shall be
15 delivered to and approved by the Railroad Company prior to the
16 entry upon or use of its property by the Contractor.

17
18 This limit shall be inserted in the appropriate blank(s).

19
20 Item 6:

21
22 All work and operations involved in, relating, pertaining or
23 incidental to the improvement of *** \$\$5\$\$ *** between the parties
24 designated under items 4 and 5, by *** \$\$6\$\$.

25
26 All other blanks are self-explanatory.

27
28 All insurance specified above shall be carried until the physical completion
29 date of the contract as described in Section 1-08.5 except as stated herein.

30
31 When all the work involving construction activities within or immediately
32 adjacent to the railroad right of way is completed, the Contractor may make
33 a written request to the Engineer to be relieved of the responsibility to
34 continue all or part of the insurance specified above. If the Engineer deems
35 the portion of the work in that area is complete, the Engineer may approve
36 the Contractor's request. However, if for any reason the Contractor
37 resumes or starts any new work in that area (including being ordered to do
38 so by the Engineer), the insurance shall be reinstated by the Contractor
39 before the work is started. If the insurance must be reinstated because of
40 negligence or acts by the Contractor or failure of the Contractor to perform
41 all the contract requirements, the costs shall be the responsibility of the
42 Contractor. If the insurance must be reinstated because of changes to the
43 contract, the costs will be considered in accordance with Section 1-04.4.

44
45 **Contractor's Public Liability and Property Damage Insurance**

46 The minimum coverage required during any period the Contractor enters
47 upon Railroad property shall be as follows:

48
49 The limits of the insurance company's liability under this policy to the
50 insured shall be not less than \$1,000,000 for all damages arising out of
51 bodily injuries to or death of one person, and, subject to that limit for
52 each person, a total of \$2,000,000 for all damages arising out of bodily

1 injuries to or death of two or more persons in any one accident and not
2 less than \$1,000,000 for all damages to or destruction of property in
3 any one accident, and subject to that limit for any one accident, a total
4 limit of \$2,000,000 for all damages to or destruction of property during
5 the policy period.
6
7 A certificate of insurance providing proof of said Contractor's Public Liability
8 and Property Damage Insurance, executed by a corporation qualified to
9 write the same in the State of Washington, in form and substance
10 satisfactory to the Railroad Company, shall be delivered to and approved by
11 the Railroad Company prior to the entry upon or use of the Railroad
12 Company's property by the Contractor.